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Memorandum of Understanding between The United States Environmental Protection Agency and COMPANY_1

I. Common Agreements and Principles

A. This is a voluntary agreement between COMPANY_1 ("EPA ENERGY STAR Insulation Partner" or "Partner") and the United States Environmental Protection Agency (EPA), by which COMPANY_1 joins the EPA ENERGY STAR Insulation Program. The terms of this Memorandum of Understanding (MOU) shall apply to insulation sold by Partner under its own brand name(s).

B. EPA ENERGY STAR Insulation Partner and EPA agree that the purpose of this program is to educate consumers on the value of installing insulation in the home, in order to reduce the air pollution caused by consumption of energy for heating and cooling purposes.

C. EPA ENERGY STAR Insulation Partner and EPA agree that publicizing the EPA ENERGY STAR Insulation Program is important to demonstrate the following: the concern of Partner for the environment, the vitality of the free enterprise system in reducing costs, and the capability of voluntary programs to achieve environmental goals.

D. EPA ENERGY STAR Insulation Partner and EPA agree that maintaining public confidence in the EPA ENERGY STAR Insulation Program is critical to achieving the shared goals of Partner and EPA.

E. EPA ENERGY STAR Insulation Partner and EPA agree that membership in the EPA ENERGY STAR Insulation Program is essential to the cooperative effort to achieve the shared goals stated above.

II. Definitions

A. Insulation: Any material which is always marketed and sold as a product primarily used to slow down heat flow within a building structure. For purposes of this MOU, Insulation shall be defined to include only those products whose insulating capacities (i.e., R-values) have been tested according to the test procedures outlined in the Federal Trade Commission (FTC) Trade Regulation Rule on Labeling and Advertising of Home Insulation, Title 16 CFR Part 460.

B. Insulation Product: For purposes of this MOU, Insulation Product is defined as the insulation as it is packaged and sold to the consumer, for example but not limited to: fiberglass rolls or batts; one bag of cellulose, fiber glass, rock wool or other loose-fill insulation; one board of polyisocyanurate; one board of extruded polystyrene; or one or more insulation boards bound and sold as a system.

III. Effective Date of MOU and Duration

- A. This MOU shall be effective when signed by both EPA and Partner.
- B. The terms of this MOU shall govern its implementation until the Federal Trade Commission (FTC) changes its ruling on Labeling and Advertising of Home Insulation, Part 460, or until the American Society for Testing and Materials (ASTM) revises any test procedures referred to in the FTC Rule, Part 460. At the time of change or revision, this MOU shall be modified and the modification signed by both EPA and Partner.
- C. The parties agree that this MOU may be terminated by either party at any time, and for any reason, upon written notice to the other party. However, the parties agree that termination for noncompliance would only occur in accordance with the procedures of Section VI., below.

IV. EPA ENERGY STAR Insulation Program Partner's Responsibilities

- A. Partner Representative: Partner agrees to appoint a responsible representative as liaison with EPA for the EPA ENERGY STAR Insulation Program and to notify EPA within one month of any change in liaison designation. (See Attachment A.)
- B. Partner agrees to promote insulation to consumers by placing the ENERGY STAR label on Insulation Product or packaging, and simultaneously distributing an ENERGY STAR Insulation Guide. Partner shall not place the label on products prior to ensuring that the ENERGY STAR Insulation Guide is available. Partner shall notify the ENERGY STAR Program Manager in writing when the following two steps have been completed.

1. Placement of the ENERGY STAR label on Insulation Product

Within three months¹ of receiving the materials for the ENERGY STAR Insulation Guide from ENERGY STAR Program Manager, Partner shall ship all qualified Insulation Products, as defined in Section II.B., with the ENERGY STAR label and the following statement clearly displayed² on the Insulation Product or on the packaging for the Insulation Product: "When installed as suggested in the ENERGY STAR[®] Insulation Guide, this product can save energy. Ask for the Insulation Guide or call 1-888-STAR-YES." (See Attachment B.)

2. Distribution of the ENERGY STAR Insulation Guide

Within three months of receiving the materials for the ENERGY STAR Insulation Guide from ENERGY STAR Program Manager, Partner shall provide the ENERGY STAR Insulation Guide to sales representatives in the appropriate sales channel and work with the sales representatives to ensure the Insulation Guide is provided to consumers at the time of purchase. The ENERGY STAR Insulation Guide shall be produced from material provided by EPA.

- C. Promotion of the ENERGY STAR Insulation Program: Partner shall make a good faith effort to provide general information about the ENERGY STAR Insulation Program to the consumer and to Partner's contacts in distribution channels (including retail channels). Partner may determine the best manner through which to disseminate this information through Partner's distribution channels and to consumers. Examples of acceptable approaches include adding the label and statement to general brochures, installation instructions, advertisements, and trade show literature.

¹ If Partner is unable to meet the three month target, ENERGY STAR Program Manager may allow Partner additional time, upon written request.

² The ENERGY STAR label and accompanying statement shall be placed where they are visible to the consumer when purchasing and/or installing the insulation.

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D. Proper Use of the ENERGY STAR Label and Name:

1. It is the responsibility of the Partner to treat EPA, the ENERGY STAR label, the ENERGY STAR name, and the EPA ENERGY STAR Insulation Program in a manner consistent with the terms and conditions of this MOU.
2. Whenever the EPA ENERGY STAR label is used on products, packaging, and brochures, it shall be accompanied by the statement detailed in Section IV.B.1. The label may be used alone in certain circumstances, such as in Annual Reports, or when Partner is discussing the ENERGY STAR Program or its participation in the ENERGY STAR Program.
3. Partner shall not utilize the label in a manner that directly or otherwise implies EPA, DOE, or FTC endorsement of the Partner or of Partner's products.
4. EPA ENERGY STAR Partner agrees not to alter the ENERGY STAR label nor the accompanying statement.
5. If either EPA or Partner terminates this Agreement, Partner will no longer be entitled to apply the EPA ENERGY STAR label to Insulation Products, and will no longer make reference to the EPA ENERGY STAR Program so as to convey continuing involvement in the program.

E. Product Literature:

1. When making environmental claims, Partner shall follow the FTC's Environmental Marketing Guides for advertising and labeling.
2. Partner shall follow EPA's and FTC's guidelines for recycled content information in advertising and on labels.

F. Employee Participation: EPA ENERGY STAR Partner agrees to provide information about the ENERGY STAR Program to all of its employees whose jobs are relevant to the development, marketing, sales, and service of Insulation Products.

G. Representation of EPA's Involvement: EPA will not officially approve any Insulation Product sold by Partner. Therefore, Partner shall not include misleading statements in product literature that imply an Insulation Product is approved or certified by the EPA, i.e., Partner shall not make claims such as "this Insulation Product is EPA approved," or "this Insulation Product is EPA certified."

H. Understanding of EPA's Involvement: EPA ENERGY STAR Partner understands that participation in the EPA ENERGY STAR Program does not constitute EPA endorsement of ENERGY STAR Partner or its products.

V. EPA's Responsibilities

A. EPA agrees to designate a single liaison point for the EPA ENERGY STAR Insulation Program, and to notify Partner within one month of any change in liaison designation. This representative will be referred to in this MOU as ENERGY STAR Program Manager. However, please send the signed MOU to the person designated in Attachment A, and other correspondence to the EPA Liaison (See Attachment A).

B. EPA agrees to provide materials to new Partners to create the ENERGY STAR Insulation Guide (referred to in Section IV.B.) within three weeks of receiving the signed MOU. This material will include recommended insulation levels and information about the benefits of insulation. Material will be provided on disk and/or high quality hard copy.

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C. EPA agrees to make an effort to educate consumers about the benefits of insulation, including information on cost-effectiveness and appropriate insulating values. In particular, EPA will make an effort to work with retailers on providing consumers information about the benefits of insulating their homes using appropriate R-values for their region.

D. EPA agrees to provide Partner with recognition for its public service in protecting the environment by performing analyses about the pollution prevented by corporate participants, and providing this and other program information to appropriate news media sources for publication.

E. EPA agrees to work with Partner independently and/or in conjunction with other Partners to coordinate the placement of advertisements to promote energy-efficient products, educate consumers about the EPA ENERGY STAR Program and label, and provide Partner with due recognition for its public service in protecting the environment.

F. EPA agrees to loan to Partner, at no charge, materials from which Partner can create the ENERGY STAR label.

VI. Conflict Resolution

A. Each party agrees to assume good faith as a general principle for resolving conflicts under the EPA ENERGY STAR Insulation Program.

B. Both parties agree to informally notify each other if any problems or issues arise and to work together to provide maximum public confidence in the program.

C. Procedure for Addressing Non-Compliance:

1. If EPA receives information that Partner is not meeting all of the terms of this MOU, then EPA will immediately notify Partner and attempt to address and resolve the problem informally.

2. If these informal discussions do not produce a mutually agreeable resolution, EPA shall notify Partner in writing that Partner shall be terminated from the Program unless it undertakes the specific corrective actions sought by EPA. Partner agrees to reply to EPA in writing within 20 business days of receiving EPA's letter. At that time, Partner shall agree to do one of the following: (a) undertake in a timely and effective manner, the corrective actions sought by EPA; or (b) voluntarily terminate this agreement. If Partner does not respond to EPA's letter within 20 business days, or responds but does not agree to either (a) or (b), then this agreement is automatically terminated.

D. If EPA ENERGY STAR Partner believes that EPA is not meeting all of its commitments, Partner agrees to formally notify EPA in writing. EPA agrees to respond in writing within 20 business days of receiving ENERGY STAR Partner's letter. At that time, EPA will do one of the following: (a) undertake the corrective actions sought by Partner, or (b) explain why such corrective actions can not be undertaken.

VII. Freedom of Information Act and Confidential Business Information

Both parties understand that information provided by Partner to EPA will be treated pursuant to EPA's public information regulations under 40 Code of Federal Regulations, Part Two.

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The undersigned hereby execute this Memorandum of Understanding on behalf of their parties. The signer of this agreement affirms that he/she has the authority to commit COMPANY_1 to participation in the ENERGY STAR Insulation Program.

For the U.S. Environmental Protection Agency (EPA):

Signature: _____ Date: _____

Name: Paul M. Stolpman
Title: Director, Office of Atmospheric Programs

For COMPANY_1:

Signature: _____ Date: _____

Name: _____

Title: _____

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ATTACHMENT A

Please complete and return with the signed Memorandum of Understanding to:

Lena Nirk
Program Manager
USEPA
401 M St. SW, Mail Code 6202J
Washington, DC 20460

Sarah Bretz
Technical Consultant
ENERGY STAR Insulation Program
Lawrence Berkeley National Laboratory
One Cyclotron Road, Mail Stop 90-4000
Berkeley, CA 94720

E-mail: sebretz@lbl.gov
Telephone: (510) 486-7283
Fax: (510) 486-4247

COMPANY 1's Contacts:

Primary Contact (To receive all materials):

Name:
Title:
Address:
City, State, ZIP:
Telephone Number:
Fax Number:
E-mail Address:
Location of US Headquarters (if applicable):

Marketing/PR Contact (To receive marketing and communications materials):

Name:
Title:
Address:
City, State, ZIP:
Telephone Number:
Fax Number:
E-mail Address:
Location of US Headquarters (if applicable):

Switchboard or main sales phone number (To be given to the public for further information on your products): _____

Telephone number:
Fax Number:

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ATTACHMENT B

ENERGY STAR Insulation Label and Statement

